public policy to tie up the money, for the claimant's right arises, if at all, upon a contingency which can happen only within the limits set by the Rule against Perpetuities.

EXECUTION — EXEMPTIONS — RIGHT OF EXEMPTION OF DEBTOR FRAUDULENTLY REMOVING GOODS. — A debtor, to avoid payment of a debt, removed part of his property to Kentucky, leaving in Tennessee no more than was by statute exempt from execution. The value of the property removed equalled the amount of the statutory exemption. *Held*, that the debtor is not entitled to claim as exempt the property remaining in Tennessee. *Rogers* v. *Ayers*, 104 S. W. 521 (Tenn.).

It has been held that a fraudulent conveyance or concealment of property by a debtor works a forfeiture of his right of exemption. *Kreider's Estate*, 135 Pa. St. 578. The language of these exemption statutes, however, does not discriminate against dishonest debtors. Moreover, the exemption is created for the benefit of the family as well as for the encouragement of improvident debtors; hence the better view, and that sustained by the weight of authority, is that a debtor does not lose his right of exemption because of a fraudulent conveyance or concealment. *Duvall* v. *Rollins*, 71 N. C. 221. Some states go so far as to hold that such disposition does not affect the right of the debtor to select his exemption. *Megehe* v. *Draper*, 21 Mo. 510. But to allow a debtor to select as exempt property which has been levied upon, while he conceals or removes the rest, would be to allow him a larger benefit than the statutes contemplate; hence many jurisdictions, agreeing with the present case, hold that the fraudulent concealment or removal of property is a selection *pro tanto* by the debtor of such property as his exemption. *Hoover* v. *Haslage*, 5 Oh. N. P. 90.

GARNISHMENT — PROPERTY SUBJECT TO GARNISHMENT — GARNISHMENT OF OBLIGATION WITHOUT JURISDICTION OVER OBLIGEE. — A life insurance policy issued by a foreign corporation transacting business in New York in favor of non-resident beneficiaries was assigned to a New York creditor as security for advances. The insurance being due, the creditor garnisheed the insurance company in New York. The beneficiaries were served by publication. *Held*, that the garnishment is valid. *Morgan* v. *Mutual Benefit Life Ins. Co.*, 119 N. Y. App. Div. 645.

The action of garnishment is in the nature of an action *in rem* based on the fact that the garnishee has possession of property belonging to the principal defendant. When this property is tangible it may of course be garnisheed where it is situated. *Cooper* v. *Reynolds*, 10 Wall. (U. S.) 308. When it is intangible, like a debt, it would seem necessary for the court to have jurisdiction over the principal defendant in order to deprive him of his personal claim against the garnishee-debtor. But garnishment is allowed wherever the debtor may be sued. *Harris* v. *Balk*, 198 U. S. 215; see 19 HARV. L. REV. 132. A foreign corporation consents to be sued in whatever state it does business. *St. Clair* v. *Cox*, 106 U. S. 350. Thus the present case illustrates how an insurance company may be garnisheed on the same insurance claim in any state in the Union, irrespective of the court's having jurisdiction over the principal defendant. Indeed, any obligee of a corporation is subject to be deprived of his claim in a remote jurisdiction without opportunity to defend. While this decision may be a logical application of the principles enunciated by the Supreme Court, it seems in conflict with a previous New York decision. *Douglass* v. *Phenix Ins. Co.*, 138 N. Y. 209.

HABEAS CORPUS — EFFECT OF ESCAPE AFTER SERVICE OF WRIT. — After issue of a writ of *habeas corpus* and pending the argument, the relator escaped. He later surrendered to the sheriff and renewed his motion for discharge from custody. *Held*, that he has no right to a discharge under this writ. *Re Bartels*, 10 Ont. W. Rep. 553.

The remedy of *habeas corpus* is intended to facilitate the release of persons actually detained in unlawful custody. See *Barnardo* v. *Ford*, [1892] A. C. 326,

333. If the relator is released from custody before service, the writ should, of course, be quashed. *Commonwealth* v. *Chandler*, 11 Mass. 83; *Barnardo* v. *Ford*, *supra*. But it has been held that a release of the relator on bail after service will not oust the court of its jurisdiction to make a final order. *Pomeroy* v. *Lappeus*, 9 Ore. 363. And similarly where the respondent made a motion for a continuance on the ground that the relator had escaped, the court refused the motion and proceeded to final judgment. *Ex parte Coupland*, 26 Tex. 386. On the other hand, it has been held, in accord with the present case, that although the relator escaped after service, the writ should be dismissed. *Hamilton* v. *Flowers*, 57 Miss. 14. And on principle it would seem that when it appeared that the relator was no longer detained, since the very purpose of the writ, the termination of his detention, was shown to have been accomplished, it should have been quashed. The subsequent surrender and confinement constitute a new detention for which a new writ should issue.

HABEAS CORPUS — JURISDICTION OF COURTS — FEDERAL AND STATE COURTS. — A federal circuit court on the petition of a railway corporation granted an interlocutory injunction against the North Carolina railway commissioners, etc., pending an inquiry under the direction of the court as to the constitutionality of a state act defining maximum railway rates. It enjoined them from enforcing these rates and from prosecuting the company or its employees for failure to obey the statute. *Southern Ry. Co.* v. *McNeill*, 155 Fed. 756 (Circ. Ct., E. D. N. C.). Notwithstanding the circuit court had taken jurisdiction, an inferior state court convicted an employee of the company for failure to comply with the act. He applied to the circuit court for discharge on a writ of *habeas corpus*. *Held*, that the petitioner be discharged. *Ex parte Wood*, 155 Fed. 190 (Circ. Ct., W. D. N. C.). See NOTES, p. 204.

INJUNCTIONS — NATURE AND SCOPE OF REMEDY — BINDING PERSON WITHOUT NOTICE. — An injunction was issued enjoining A, his agents, successors, assigns, and all persons whomsoever, from maintaining a liquor nuisance on certain land. The defendant subsequently purchased the land and violated the order. It was not shown that he had knowledge of the injunction. *Held*, that the defendant is guilty of contempt. *State* v. *Porter*, 91 Pac. 1073 (Kan.).

On principle strangers to the suit should not properly be included in an injunction, since their rights have not been adequately represented. *Cf. Boyd* v. *State*, 19 Neb. 128; 17 HARV. L. REV. 486. But where an injunction binds the defendant, his abettors, etc., all such persons are held in contempt if they knowingly violate the decree. *Fowler* v. *Beckman*, 66 N. H. 424. And even persons acting independently have been held guilty of contempt for doing an act, knowing it was enjoined. *Chisolm* v. *Caines*, 121 Fed. 397. The court argued in the present case that the decree created a restriction on the land binding against subsequent owners. Even this would not justify the punishment of a person who had no knowledge of the injunction, for no one can be culpable in disregarding an order of which he was ignorant. *State* v. *Lavery*, 31 Ore. 77. It is fallacious to argue that if the defendant escapes punishment the injunction becomes a nullity on a change of ownership in the land, for the party originally enjoined may be in contempt by procuring a violation. *Poertner* v. *Russel*, 33 Wis. 193. There seems to be no justification for the conclusion that the defendant is in contempt.

INJUNCTIONS — NATURE AND SCOPE OF REMEDY — PERPETUAL INJUNCTION AFTER LONG POSSESSION. — A township road had been travelled continuously for a longer period than that required by the statute of limitations, but it was not altogether clear that the road did not wrongfully encroach on the defendant's land. *Held*, that in view of the town's long occupation, the defendant is perpetually enjoined from obstructing the road. *Williams* v. *Riley*, 113 N. W. 136 (Neb.).

When the right at law of one who seeks an injunction against a continuing trespass has not been clearly established, equity will usually deny him relief. *Washburn's Appeal*, 105 Pa. St. 480. A temporary injunction will be granted,